



Chandler - Arizona
Where Values Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-165**

1. Agenda Item Number: **19**
2. Council Meeting Date:
April 12, 2012

TO: MAYOR & COUNCIL

THROUGH: CITY MANAGER

3. Date Prepared: March 23, 2012

4. Requesting Department: Economic
Development

5. SUBJECT: Award a project agreement to Chasse Building Team, Inc. for construction services for ASU Downtown Site Demolition, Project Number GG1203-404, pursuant to Job Order Contract JOC1202-401, in an amount not to exceed \$141,983.80.

6. RECOMMENDATION: Staff recommends Council award a project agreement to Chasse Building Team, Inc. for construction services for ASU Downtown Site Demolition, Project Number GG1203-404, pursuant to Job Order Contract JOC1202-401, in an amount not to exceed \$141,983.80.

7. BACKGROUND/DISCUSSION: On February 23, 2012, Council approved the Arizona State University lease for the Chicago Yard and authorization for improvements. The former Public Works yard is a +/- 33,000 foot industrial building that is ideal for the uses of the ASU College of Technology and Innovation. ASU has proposed for three programs to operate in the facility, expanding from the Polytechnic campus. Initially, the building will house approximately 100 students and faculty, expanding over the next three years to house approximately 1,000 students and faculty.

This site will require re-engineering and reconstruction to replace a crumbling parking lot, as well as to modify the drainage on site that now ponds at the rear of the building. This project is for the first phase of the site renovation, the site demolition and clearing.

8. EVALUATION: On March 8, 2012, Council approved the award of Job Order Contract JOC1202-401, for general construction services to Chasse Building Team, Inc. in an amount not to exceed \$1,000,000. The project's costs were reviewed by staff, compared to historical prices for similar projects, and determined to be reasonable.

9. FINANCIAL IMPLICATIONS:

Cost: \$141,983.80
Savings: N/A
Long Term Costs: N/A

Fund Source:

Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
401.1291.6212.6GG630	ASU Downtown- Construction	ASU Downtown		\$141,983.80

10. PROPOSED MOTION: Move Council award a project agreement to Chasse Building Team, Inc. for construction services for ASU Downtown Site Demolition, Project Number GG1203-404, pursuant to Job Order Contract JOC1202-401, in an amount not to exceed \$141,983.80, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Project Agreement

APPROVALS

11. Requesting Department

Teri Killgore
Teri Killgore, Downtown Redevelopment Manager

13. Department Head

Christine Mackay
Christine Mackay, Economic Development Director

12. City Engineer

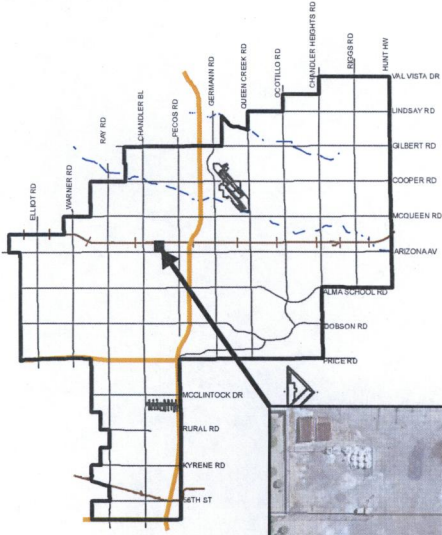
Sheina Hughes
Sheina Hughes, City Engineer

14. City Manager

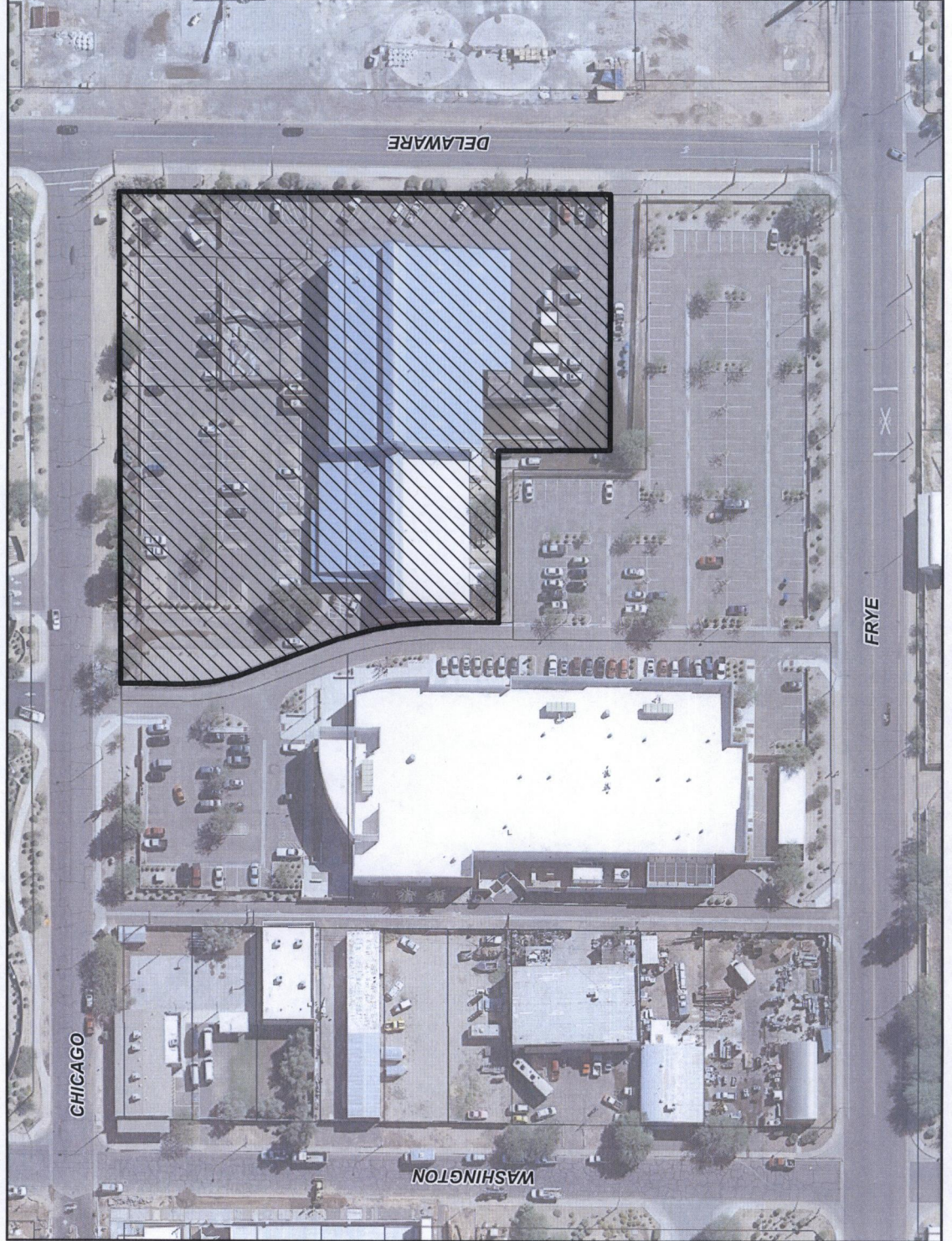
Rich Dlugas
Rich Dlugas



ASU DOWNTOWN SITE DEMOLITION PROJECT NO. GG1203-404



MEMO CA12-165



**PROJECT AGREEMENT GG1203-404
PURSUANT TO JOB ORDER CONTRACT NO. JOC1202-401**

PROJECT AGREEMENT NO: GG1203-404
PROJECT NAME (or LOCATION): ASU Downtown Site Demolition
DEPT.: Economic Development

This AGREEMENT is made this _____ day of _____ 2012, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and **Chasse Building Team, Inc. a Corporation of the State of Arizona**, (hereinafter referred to as "JOC") and is a Job Order entered into pursuant to JOB ORDER CONTRACT NO. JOC1202-401.

CITY and JOC, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This Job Order Project is ASU Downtown Site Demolition, Project Number GG1203-404. The scope of work consists of demolishing and clearing the site at 249 East Chicago Street, all as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference.

The JOC shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

ARTICLE 2. CONTRACT PRICE

CITY shall pay JOC for completion of the Work in accordance with the Contract Documents a fee not to exceed the Guaranteed Maximum Price of One Hundred Forty One Thousand Nine Hundred Eighty Three Dollars and Eighty Cents (\$141,983.80) determined and payable as set forth in Contract JOC1202-401 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

The Contract Time is thirty five days and JOC agrees to complete all Construction within thirty five (35) days from the effective date of the Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to JOB ORDER CONTRACT NO. JOC1202-401 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

ARTICLE 5. ARIZONA PROCUREMENT LAW

Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the Immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty (Exhibit C) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

This Agreement will be effective upon execution by the both parties.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____ 2012.
CITY OF CHANDLER

FOR THE JOC:

By: _____

Title: _____

MAYOR

DATE:

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

ADDRESS FOR NOTICE

Barry Chasse

Chasse Building Team, Inc.

1733 E. McKellips Rd.

Tempe, AZ 85281

APPROVED AS TO FORM:

Phone: 480-425-7777

Fax: 480-425-7780

By: _____

ATTEST:

City Attorney

City Clerk

**EXHIBIT A
SCOPE OF WORK**

JOC shall provide all equipment, labor, material, supervision and incidentals as required to demolish and clear the site at 249 E Chicago Street. JOC shall demolish and remove all site appurtenances, landscape, curb, site paving, and site fence, and shall haul off materials and clear the site; remove and salvage streetlights on Chicago Street; and install new dry utility trench and conduit; per plans from Grant L Olds Architects, dated March 20, 2012.

**EXHIBIT B
FEE SCHEDULE**

DESCRIPTION	Qty	Unit	Cost/Unit	
GENERAL REQUIREMENTS				
demolition	1	ls	\$ 42,000.00	\$ 42,000.00
demolition dumpsters	20	ea	\$ 414.00	\$ 8,280.00
abatement	1	ls	\$ -	\$ -
dust control permit	1	ls	\$ 1,325.00	\$ 1,325.00
dust control	1	ls	\$ 5,000.00	\$ 5,000.00
track out pads	2	ls	\$ 750.00	\$ 1,500.00
temp water	1	ls	\$ 1,250.00	\$ 1,250.00
ONSITE UTILITIES				
dust control	1	ls	\$ 2,430.00	\$ 2,430.00
underground utilities demolition	1	ls	\$ 1,837.00	\$ 1,837.00
existing BFP - relocate 10' over	1	ls	\$ 1,230.00	\$ 1,230.00
relocate existing FH	1	ls	\$ 1,050.00	\$ 1,050.00
dry utilities	1	ls	\$ 17,016.00	\$ 17,016.00
electrical - relocate lights	2	ls	\$ 2,400.00	\$ 4,800.00
gate relocation	2	ls	\$ 1,850.00	\$ 3,700.00
gate power relocation	1	ls	\$ 1,225.00	\$ 1,225.00
				\$ 92,643.00
contingency				\$ 5,000.00
general conditions & general requirements				\$ 25,000.00
City of Chandler Coefficient (15.77% > \$100,000)				\$ 19,340.80
TOTAL				\$ 141,983.80
CLARIFICATION				
1. Note 8 is excluded from drawings.				

EXHIBIT C

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

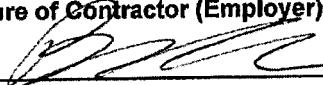
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number: GG1203-404		
Project Name:		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Barry Chasse

Title: President

Date (month/day/year): 04/02/2012